

**STATEMENT UNDER 37 CFR § 3.73(b)**  
**ESTABLISHMENT OF ASSIGNEE**

Applicant	:	Nguyen et al.
App. No.	:	10/790652
Filed	:	March 1, 2004
For	:	NANOLAYER THICK FILM PROCESSING SYSTEM AND METHOD
Examiner	:	Scott B. Geyer
Group Art Unit	:	2812
Conf. #	:	9765

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

This document is being filed with a copy of a Power of Attorney signed by the Assignee. This Statement sets forth the chain of title of the above-identified application.

ASM INTERNATIONAL N.V., a Corporation, is the Assignee of the entire right, title, and interest of the above-referenced application by virtue of:

A chain of title, in reverse order, from the inventor(s) to the current Assignee as shown by the following assignments:

1. The attached copy of the Assignment from TEGAL CORPORATION to ASM INTERNATIONAL N.V., being forwarded to the Recordation Branch concurrently under separate cover.
2. Assignment from the Inventors to TEGAL CORPORATION recorded in the United States Patent and Trademark Office on December 16, 2011, at Reel 027404, and Frame 0532.

The undersigned is an agent of Customer Number 20,995 and is authorized to act on behalf of the Assignee. Please recognize or change the correspondence address for the above-identified application to **Customer No. 20,995**.

Appl. No. : 10/790652  
Filed : March 1, 2004

Docket No. ASMFEO.021C1  
Customer No. 20,995

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: January 26, 2012

By: Adeel S. Akhtar

Adeel S. Akhtar

Registration No. 41,394

Attorney of Record

Customer No. 20,995

(415) 954-4114

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## EXHIBIT B

### FORM OF PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made effective this 21<sup>st</sup> day of December, 2011, by and between Tegal Corporation, a corporation organized and existing under the laws of the State of Delaware with principal offices located at 140 Second Street, Suite 318, Petaluma, CA 94952 ("Assignor") and ASM International n.v., a corporation organized and existing under the laws of the Country of The Netherlands with principal offices located at Versterkerstraat 8, 1322 AP Almere, The Netherlands ("Assignee").

WHEREAS, Assignor possesses certain rights in and to the patents and patent applications listed in Schedule A attached hereto and the invention(s) described and/or claimed in such patents and patent applications (collectively, the "Patent Rights"); and

WHEREAS, pursuant to that certain Patent Purchase Agreement between Assignor and Assignee, dated as of the date hereof (the "Purchase Agreement"), Assignor assigned to Assignee the Patent Rights,

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of the amounts paid to Assignee in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto said Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described and/or claimed in said Patent Rights, together with Assignor's entire right, title and interest in and to the patents and patent applications listed in Schedule A and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said patents and patent applications or such other patents, and any right, title and interest Assignor may have in applications to which said Patent Rights claim priority; said invention(s), patent applications and patents to be held and enjoyed by said Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to said invention(s), applications and patents carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein;

AND, Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon said Patent Rights, or applications based thereon, to said Assignee, its successors, assigns, or legal representatives.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

Assignee shall bear all responsibility and expense for preparing any instrument of assignment or transfer from Assignor to Assignee and for recording the same, any fee or tax levied thereon, and all prosecution and maintenance costs incurred with respect to the Patents.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first written above.

Assignor: Tegal Corporation

By: [Signature]

Name: THOMAS R. MIKA

Title: PRESIDENT & CEO

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

(Seal)

SEE ATTACHED CALIF  
NOTARIAL CERTIFICATE

Assignee: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

(Seal)

**SCHEDULE A**

**PATENT RIGHTS (U.S. PATENTS)**

<b>Patent Number</b>	<b>Registration Number</b>	<b>Jurisdiction</b>	<b>Title</b>
6,689,220	09/721,162	US	Plasma Enhanced Pulsed Layer Deposition
7,361,387	10/744,889	US	Plasma Enhanced Pulsed Layer Deposition
6,610,169	09/840,349	US	Semiconductor Processing System and Method
6,756,318	09/954,244	US	Nanolayer Thick Film Processing System and Method
7,235,484	10/790,652	US	Nanolayer Thick Film Processing System and Method
7,442,615	11/443,620	US	Semiconductor Processing System and Method
7,713,592	10/360,135	US	Nanolayer Deposition Process
7,867,905	11/443,621	US	System and Method for Semiconductor Processing

**PATENT RIGHTS (U.S. PATENT APPLICATIONS)**

<b>Patent Number</b>	<b>Registration Number</b>	<b>Jurisdiction</b>	<b>Title</b>
20100285237	12/783,431	US	Nanolayer Deposition Using Bias Power Treatment
20100190353	12/732,825	US	Nanolayer Deposition Process
Not published	13/235,909	US	Nanolayer Deposition Process for Composite Films

**END OF SCHEDULE A**

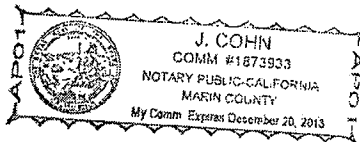
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Marin

On Dec. 23, 2011 before me, J. Cohn, Notary Public

personally appeared THOMAS Raymond Mika



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Signature: [Signature] Signature of Notary Public

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: EXHIBIT B - Form of Patent Assignment

Document Date: 12. 21. 11 Number of Pages: 3 pgs + 1 loose leaf

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: THOMAS R Mika Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Corporate Officer — Title(s): \_\_\_\_\_

☒ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

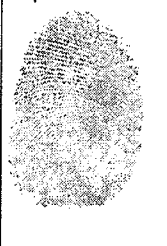
☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here



RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

